



## City Council Questions and Answers

City Council Questions and Answers for  
Thursday, March 27, 2014

These questions and answers are related to the  
Austin City Council meeting that will convene at 10:00 AM on  
Thursday, March 27, 2014 at Austin City Hall  
301 W. Second Street, Austin, TX



Mayor Lee Leffingwell  
Mayor Pro Tem Sheryl Cole  
Council Member Chris Riley, Place 1  
Council Member Mike Martinez, Place 2  
Council Member Kathie Tovo, Place 3  
Council Member Laura Morrison, Place 4  
Council Member William Spelman, Place 5

*The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.*

## **QUESTIONS FROM COUNCIL**

1. Agenda Item # 13 - Approve an ordinance authorizing the negotiation and execution of an amendment to the interlocal cooperation agreement authorized by Ordinance No. 20130829-036 between the City of Austin and the Board of Regents of the University of Texas System (ILA) to further specify the applicable fee waivers, means of conveying real property, project boundaries, and scope of work, and also waiving certain fees and requirements for the realignment of Red River Street and related work as specified in the ILA.
  - a. QUESTION: Please provide a copy of the Interlocal agreement, with the requested changes marked. COUNCIL MEMBER SPELMAN
  - b. ANSWER: Response: A copy of the current Interlocal agreement has been provided with this response. The University of Texas and the City of Austin are working together according to the terms of the interlocal agreement, and in that capacity have determined that certain modifications to the agreement will be required (as explained below). We continue to work with UT on the specific language of the amendment, and the modifications will address the following: 1) Clarification regarding utilities and alignment of those utilities with already approved utility relocation and upgrade work in the Red River area due to further definition of the project by UT. The utilities affected by the relocation lay farther out from the project site than originally anticipated and these changes are needed to expand the project boundaries; 2) Clarification of Real Estate transaction dates and timelines; and 3) Clarification of fees to be waived (as shown on the itemization of fee waivers attached as back up to the RCA). See attached interlocal agreement.
2. Agenda Item # 20-28: 20. Approve an ordinance amending City Code Section 12-4-64(D) to add 20 miles per hour school zones on segments of Pecan Creek Parkway, Salt Mill Hollow, and Millwright Parkway for students attending Anderson Mill Elementary School; and provide for emergency passage. 21. Approve an ordinance amending City Code Section 12-4-64(D) to add 20 and 25 miles per hour school zones on segments of Turtle Rock Road, Broadmeade Avenue, and Anderson Mill Road for students attending Live Oak Elementary School and Deerpark Middle School; and provide for emergency passage. 22. Approve an ordinance amending City Code Section 12-4-64(D) to add 20 miles per hour school zones on segments of Lake Creek Parkway, Deerbrook Trail, and School House Lane for students attending Noel Grisham Middle School; and provide for emergency passage. 23. Approve an ordinance amending City Code Section 12-4-64(D) to add 20 miles per hour school zones on segments of

Tanglebriar Trail and El Salido Parkway for students attending Purple Sage Elementary School; and provide for emergency passage. 24. Approve an ordinance amending City Code Section 12-4-64(D) to add a 25 miles per hour school zone to a segment of Anderson Mill Road for students attending Spicewood Elementary School; and provide for emergency passage. 25. Approve an ordinance amending City Code Section 12-4-64(D) to add 20 miles per hour school zones on segments of Mellow Meadow Drive and Hymeadow Drive for students attending Westwood High School; and provide for emergency passage. 26. Approve an ordinance amending City Code Section 12-4-64 (D) to establish a maximum speed limit of 35 miles per hour on a segment of Boulder Lane. 27. Approve an ordinance amending City Code Section 12-4-64(D) to establish a maximum speed limit of 35 miles per hour on a segment of East Braker Lane; add 20 mile per hour school zones on segments of East Braker Lane for students attending Graham Elementary School; and provide for emergency passage. 28. Approve an ordinance amending City Code Section 12-4-64(D) to extend the 20 miles per hour school zone on a segment of Harris Avenue for students attending Lee Elementary School; and provide for emergency passage.

- a. QUESTION: Do schools need to apply for a reduced speed limit in a school zone or do staff identify schools where the reduced speed limits would be appropriate? Do reduced speed limit school zones surround all public schools?  
COUNCIL MEMBER TOVO
  - b. ANSWER: Reduced speed limits in school zones have been initiated both through schools applying for a reduced limit and staff identifying locations where reduced speed limits are appropriate. ATD, in collaboration with the principal or Campus Advisory Committee and the Child Safety Program of the Public Works Department (PWD) evaluates existing conditions and makes a traffic engineering recommendation regarding the school zone. Depending on context and observed conditions, school zones may exist along the entirety of a school's property, but the desire is to focus attention to the school crossing. Reduced speed school zones are considered for private and charter schools along with public schools.
3. Agenda Item # 34: Approve a resolution initiating a code amendment to amend the "Transit" criteria included in Section 25-1-703(B)(4) related to the S.M.A.R.T. Housing Program requirements that specifies that a project needs to be within ½ mile of a transit stop, and that the route from the project to the transit stop is an accessible route for pedestrians and people with disabilities and directing the City Manager to present the amendment to Council in conjunction with the 2014-2019 Consolidated Plan or as soon as possible thereafter.
    - a. QUESTION: This item would initiate a process to change the criteria the City currently uses for S.M.A.R.T. housing. Please explain why the criteria for transportation has been a guideline rather than a requirement and whether stakeholders have provided feedback about this proposed change. If the requirement had been in place 5 years ago, would any past projects have been impacted? Would this change impact developments that plan to apply for

support through the state's tax credit program? Does NHCD support this change? COUNCIL MEMBER TOVO

b. ANSWER: See attachment

4. Agenda Item # 39: Approve a resolution directing the City Manager to analyze and report to Council the costs and timelines for a variety of short- and long-term water-related capital projects and funding options available.

a. QUESTION: Staff indicated that they are preparing information related to capital planning for water infrastructure and that the information would be ready during the first quarter of 2014. When will that information be complete and presented to Council? How does the information staff planned to present align with the information called for in this resolution? COUNCIL MEMBER TOVO


b. ANSWER: It is projected that Austin Water will be presenting a drought update to Mayor and Council in May. This planned presentation will essentially be in alignment with the information called for in the item 39 resolution. Generally the information planned to be presented will cover an update on the on-going drought conditions, water supply status, and drought response strategies. In addition, an executive session is currently planned for April 17 that will discuss legal issues related to the City's water supply.


5. Agenda Item # 56: Conduct a public hearing and consider an appeal by Kareem Hajjar regarding the Planning Commission's denial of a conditional use site plan (Weather Up, SPC-2013-0405A) with a late-hours permit and parking variance for an existing restaurant located at 1808 East Cesar Chavez St.

a. QUESTION: Have any code compliance violations/citations been issued for this business? COUNCIL MEMBER TOVO

b. ANSWER: There is an active code complaint that was reported January 8, 2014, for this property, located at 1808 E. Cesar Chavez. The code complaint reports that the business appears to be selling more alcohol than food and is in violation of a Restaurant (General) use within General Commercial Services (CS) zoning. Code Compliance staff is currently working with the owner to address the complaint by verifying that at least 51% of the business' gross income is derived from the sale of prepared food. PDRD staff met with the applicant on Friday, March 21st and requested documentation of food vs. alcohol sales volume in advance of the Council meeting. That information has not yet been received. Should staff receive the requested information related food vs. alcohol sales from the applicant or additional information from the Code Compliance Department, that information will be distributed as late back-up. There were two previous code complaints related to WeatherUp, both related to construction activities. One was unsubstantiated, the other resulted in a Notice of Violation for unpermitted work. It was subsequently resolved and the case was closed.

**END OF REPORT - ATTACHMENTS TO FOLLOW**

 *The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.*

 *For assistance please call (512) 974-2210 OR (512) 974-2445 TDD.*

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF AUSTIN AND THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
FOR THE REALIGNMENT OF MUNICIPAL RIGHT-OF-WAY**

This Interlocal Cooperation Agreement (this "*Agreement*") is made and entered into by and between the Board of Regents of The University of Texas System ("*University*") and the City of Austin, a Texas home-rule city and municipal corporation ("*City*"), hereinafter collectively referred to as the "*Parties*" and each as a "*Party*", upon the premises and for the consideration stated herein.

RECITALS:

A. The University of Texas at Austin ("*UT Austin*") is establishing a new medical school ("*Dell Medical School*") for post-graduate medical education on the UT Austin campus. UT Austin's Medical District Master Plan calls for the development of the Dell Medical School, a teaching hospital, and related health and educational facilities in the vicinity of Red River Street between Martin Luther King, Jr., Boulevard ("*MLK*") and 15<sup>th</sup> Street (the "*Medical District*"). The full development of the Medical District will require the repurposing of current Red River Street right-of-way and the construction of and the realignment of a portion of Red River Street to replace the segment needed for the development of the Medical District.

B. The City supports the Dell Medical School and the development of the Medical District and wants to vacate and dedicate to the University that portion of Red River Street right-of-way that is needed for Dell Medical School and the Medical District.

C. The University recognizes that Red River Street is an integral element of the City's street system and of the planned Medical District and wants to construct a realignment of Red River Street and dedicate that new right-of-way to the City ("*New RR ROW*"). The New RR ROW is as shown on the attached Exhibit A.

AGREEMENTS:

Now, therefore, in consideration of the premises and the mutual benefits to each Party from the execution and performance of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1. **The Project.** For this Agreement, the term "*Project*" means the construction by UT Austin as stated in this Agreement of the New Road, the University Improvements, and the Appurtenances and the relocation of utilities from the Vacated ROW and the construction of new utility infrastructure. The "*New Road*" is the new alignment and configuration of Red River Street as described and shown in Exhibit B to this Agreement that is built within the New RR ROW. The "*Vacated ROW*" is that segment of Red River Street right-of-way described and identified in Exhibit B which will be vacated by the City and conveyed to the University pursuant to this Agreement. The "*University Improvements*" are those sidewalks, lighting, signage,

specialty pavement, hardscape improvements, and landscaping appurtenant to and constructed alongside, over, or across the New RR ROW and that are described in Exhibit C. The "Appurtenances" are those facilities and improvements other than the New Road or the University Improvements, including any facilities, signage, and lighting required by Capital Metro within or along the New RR ROW, as described in Exhibit D.

**2. Project Design, Preliminary Engineering, and Permitting.**

(a) UT Austin shall be responsible for all costs and for the management of the design and permitting of the Project including (i) the development of the engineering design and plans and specifications for the New Road, Appurtenances, and University Improvements, (ii) the surveying, and (iii) any required permitting and environmental assessments and clearances associated with the Project. Notwithstanding the foregoing, the costs of the Project do not include and the City hereby waives all City permit, review, and inspection fees for the Project.

(b) UT Austin will design and plan the Project in a manner consistent with the UT Austin Campus Master Plan and the UT Austin Medical District Master Plan in effect on the Effective Date of this Agreement (collectively, the "*UT Austin Plans*"). The Project plans and specifications shall comply with the City's design and construction standards and traffic safety standards, in effect on the Effective Date of this Agreement, applicable Texas Accessibility Standards, and the applicable provisions of the Americans with Disabilities Act.

(c) Plans and specifications for utility infrastructure for utilities that will be supplied by UT Austin (including, without limitation, electric and thermal) shall be in accordance with UT Austin requirements and not subject to City approval except that City approval shall be required to establish the depth and location of any such utility infrastructure.

(d) Except as provided in the preceding Section 2(c), the Project plans and specifications shall be subject to the City's review and approval.

(e) All sets of plans, as-built drawings, and specifications required to be provided to the City in this Section and elsewhere in this Agreement shall be delivered to the City as complete sets of print and electronic drawings. The electronic drawings shall be in a program format agreed upon by the Parties.

(f) The Project plans and specifications shall include: (i) publicly accessible, ADA-compliant sidewalks along the New RR ROW, (ii) sufficient width within the New RR ROW for three vehicular lanes which includes a southbound lane shared by vehicles and bicycles plus a dedicated northbound bicycle lane, (iii) infrastructure required for Capital Metro's operations as described in Exhibit D ("*Cap Metro Infrastructure*"), and (iv) traffic signals and other traffic controls ("*Traffic Signals*"). Provided, however, with respect to Cap Metro Infrastructure and Traffic Signals, UT Austin's obligations for design and construction shall only be to design and plan for such improvements and to construct and install appropriate utility conduits, foundations, and other below grade and horizontal improvements related to the construction

of the New Road. All vertical improvements (such as transit kiosks, signage, and stop lights) shall be installed and constructed by Capital Metro or the City, at such entity's sole cost and expense.

3. **Construction of the Project.**

(a) UT Austin shall be responsible for all costs and for the letting, procurement, and management of the construction of the Project (subject to the City's waiver of permit, review, and inspection fees for the Project, as provided above).

(b) Upon commencing construction of the Project, UT Austin shall provide to the City an affidavit of Commencement of Construction in recordable form.

(c) UT Austin shall provide sets of the plans and specifications for the construction of the Project at the one hundred percent (100%) design development, fifty percent (50%) construction documents, and one hundred percent (100%) construction documents stages for the City's review and comment.

(d) UT Austin shall notify the City of Substantial Completion, which shall occur no later than fifty-four (54) months following UT Austin's submission to the City of its affidavit of Commencement of Construction, subject to Force Majeure Delays. "*Substantial Completion*" means that the construction of the Project has been substantially completed in accordance with the applicable plans therefor with the exception of only minor punch list items.

(i) UT Austin and the City shall schedule and perform within 14 days after notification of Substantial Completion a joint punch-list inspection and identify items to be corrected or completed before the City's approval of the New Road ("*Punch List Items*");

(ii) UT Austin shall cause completion of all Punch List Items no later than 120 days after Substantial Completion, subject to Force Majeure Delays; and

(iii) UT Austin shall cause its design engineer to provide the City with a certified letter indicating that the Project was constructed substantially in accordance with the construction plans and specifications submitted to and approved by the City and that installation of all components is substantially in accordance with all applicable federal and state laws and regulations, City rules and ordinances, and any other applicable laws and regulatory requirements.

(e) The New RR ROW generally, and the New Road, the University Improvements, and the Appurtenances specifically, shall be kept free and clear of all liens, claims and encumbrances.

(f) Before the City acknowledges full completion of the Project, and within 180 days after Substantial Completion, UT Austin shall submit to the City written



documentation that the construction has been completed as required by this Agreement including: As-built drawings of the New Road, the Appurtenances, and the University Improvements, and an as-built survey of the New RR ROW and appurtenant features. The survey must be conducted by a Professional Land Surveyor registered in the State of Texas using the then current professional survey standards as established by the Texas Society of Professional Surveyors and must be prepared at no cost to the City. UT Austin shall obtain and comply with all reasonable survey instructions from the City. If the as-built survey is not approved by the City, UT Austin shall provide to the City for further approval revised as-built survey plat(s) and metes and bounds description(s) incorporating any reasonable changes requested by the City within thirty (30) business days of UT Austin's receipt of notice(s) from the City of any required revisions.

(g) The City shall acknowledge the full completion of the Project in writing before the 10<sup>th</sup> day after it has received acceptable drawings and surveys of the completed Project.

(h) The City's acceptance of title to the New RR ROW at the closing described in the following Section 4 of this Agreement shall constitute the City's acceptance of the New Road.

4. **Exchange of Right-of-Way.**

(a) The City shall grant to the University an easement in the form of the attached Exhibit E so that UT Austin, subject to Section 6 of this Agreement (Operation, Traffic Controls, and Traffic Calming), may commence its development of the Medical District and related buildings and improvements within the Vacated ROW. If UT Austin has not completed the Project before December 31, 2017, the easement shall revert to the City.

(b) City shall vacate and convey to the University and the University shall convey to the City the New RR ROW as follows:

(i) Before the third business day after the Effective Date of this Agreement, the University shall deposit into escrow with Heritage Title Company of Austin, Inc. (the "*Title Company*"), a special warranty deed for the conveyance of right-of-way (the "*Street Deed*") in the form of the attached Exhibit F conveying title to the New RR ROW to the City.

(ii) Before the third business day after the Effective Date of this Agreement the City shall deposit into escrow with the Title Company, a special warranty deed in the form of the attached Exhibit G conveying title to the Vacated ROW to the University.

(iii) After the City's acknowledgement of full completion of the Project, and before the tenth business day prior to the closing described in the following paragraph, the Parties shall cause the Title Company to issue title commitments for the issuance of title policies by a title insurance company licensed by the State of Texas. The

title commitment covering the Vacated ROW shall be issued in favor of The University, and the title commitment covering the New RR ROW shall be issued in favor of the City. The Parties shall cooperate in clearing any encumbrances on title to either property shown on either title commitment.

(iv) The Parties shall complete the conveyance of the Vacated ROW to the University and the New RR ROW to the City at closing to be held at a title insurance company licensed by the State of Texas and selected by agreement of the Parties before the 90<sup>th</sup> day after the City's acknowledgement of full completion of the Project. The City will convey the Vacated ROW to the University free and clear of all liens and security interests, and the University will convey the New RR ROW to the City free and clear of all liens and security interests.

5. **Ownership, Maintenance, Utilities, and Easements.**

(a) After the conveyance of the New RR ROW to the City, the New RR ROW will be owned, maintained, and operated by the City at the City's sole cost.

(b) The University Improvements will be owned and maintained by UT Austin at UT Austin's sole cost. The installation, ownership, maintenance, replacement, and upgrade of University Improvements in the New RR ROW shall be subject to a separate encroachment agreement or license agreement to be executed between the University and the City. UT Austin agrees that all University Improvements will be maintained in accordance with applicable laws.

(c) The University will retain a public utility easement within the Vacated ROW that will be released after the University, at its sole cost, relocates existing University utilities and other utilities located in the existing Red River ROW to the New RR ROW.

(d) The City will provide the University a dedicated utility corridor within the New RR ROW for routing UT Austin utility infrastructure. The University's dedicated utility corridor shall also cross MLK to the north and 15<sup>th</sup> Street to the south. The utility corridor shall be at a depth and location approved by the City. The City acknowledges that UT Austin will also be conducting utility work and installing new utility infrastructure at the Trinity Street bridge over Waller Creek as part of the Project. The designs for new utility infrastructure shall be subject to the City's review and, with respect to any infrastructure which will be dedicated to the City, the City's approval, before installation of the infrastructure begins. Any utility work and installation of utility infrastructure on the Trinity Street bridge shall be subject to review and approval by the City.

(e) UT Austin shall be responsible for all costs of repairing and restoring pavements and subgrades of any and all City right-of-way affected by UT Austin's work in, on, or around the utility corridor, which repairs and restoration work shall be done in accordance with the City's applicable technical codes and other governing criteria for such work.

(f) The Parties shall coordinate access, maintenance, and other work on the utility corridor in accordance with the general construction permit; provided, however, UT Austin's access to the utility corridor shall not be subject to any control by the City after completion of construction. After completion of the initial construction and the opening of the New Road, UT Austin will give advance notification to the City Transportation Department of such work in the New RR ROW with respect to the utility corridor.

(g) The University shall provide easements as required for the placement of traffic signals necessary for the operation of the New RR ROW on University property.

(h) The terms of this Section 5 shall survive the expiration of this Agreement.

6. **Operation, Traffic Controls, and Traffic Calming.** During construction of the Project, traffic operation on Red River Street shall be subject to the City's policies and procedures under the direction of the City Traffic Engineer. The Parties shall work collaboratively to identify appropriate traffic controls and traffic calming devices for Red River Street between MLK and 15<sup>th</sup> Street.

7. **Operational Transition to New RR ROW.** The City acknowledges that the Red River Street roadway in its current alignment shall be closed to traffic during construction of the Project for approximately four (4) to six (6) months. The Red River Street in its current alignment shall not be permanently closed until after the City has accepted the New RR ROW and has delivered written notice to the University that the New Road is operational. The City shall be responsible for operation of traffic on the New RR ROW.

8. **Communication.**

(a) The Vice President of Operations of UT Austin (the "*University's Director*") will act on behalf of the University and UT Austin with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the University's policies and decisions with respect to the Project. The University's Director will designate a University Project Manager and may designate other representatives to transmit instructions and act on behalf of the University with respect to the Project.

(b) The City's Public Works Director (the "*City's Director*") will act on behalf of the City with respect to the Project, coordinate with the University, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director may designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.

(c) If a disagreement between the University and City arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the University Project Manager and the

City Project Manager, it shall be referred as soon as possible to the University's Director and the City's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for public works and the Vice President – Legal Affairs of UT Austin for Resolution.

9. **Liability.** To the extent allowed by Constitution and laws of the State of Texas, the City and the University agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions in the development of the Project. Prior to performing any work on the Project, UT Austin cause its contractors to name the City as an additional insured on a commercial general liability ("CGL") insurance policy and on a commercial auto liability ("*Auto Liability*") insurance policy applicable to the Project and all work appurtenant thereto providing, on an occurrence basis, Auto Liability insurance covering all owned, non-owned or hired automobiles to be used on or for the Project with limits on such CGL and Auto Liability policies of not less than \$500,000) combined single limit bodily injury and property damage. UT Austin shall also name or cause its contractors to provide Workers' Compensation coverage with the statutorily required limits and Employers' Liability insurance coverage with limits of no less than \$500,000 with appropriate waivers of subrogation in favor of the City. Prior to UT Austin's contractor performing any activity for the Project, UT Austin or its contractor will provide the City a certificate of insurance evidencing the aforementioned insurance coverages.

10. **Schedule.** Construction to support the Project is scheduled to begin on or after January 8, 2014, and construction of the Project is scheduled to be completed by December 31, 2017.

11. **General Terms and Conditions.**

(a) **Force Majeure Delays.** The term "*Force Majeure Delays*" shall mean and include delays for causes beyond a Party's reasonable control, including without limitation, delays caused by a labor disputes, riot, civil disturbances, war, military or usurped power, sovereign conduct, sabotage, fires or other casualty, acts of God or the act of conduct of any person or persons not a party or privy hereto, unforeseeable shortages of materials, terrorism, inclement weather, and delays in approvals or permitting by any governmental authority, and new governmental restrictions, ordinances, and regulations. In the event that the performance by either of the Parties of any of their respective obligations or undertakings hereunder shall be interrupted or delayed by a Force Majeure Delay, then the effected Party shall be excused from such performance for such period of time as is reasonably necessary after such Force Majeure Delay to remedy the effect of such delay on such Party's performance.

(b) **Notice.** Any notice given hereunder by either Party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses (email addresses are included for convenience only):

CITY: Howard Lazarus, Director  
City of Austin  
Public Works Department  
505 Barton Springs Road  
Austin, Texas 78704  
Email: howard.lazarus@austintexas.gov

WITH COPY TO: Gregory Miller (or successor)  
Assistant City Attorney  
City of Austin Law Department  
301 W. 2<sup>nd</sup> Street  
Austin, Texas 78701  
Email: Gregory.miller@austintexas.gov

UNIVERSITY: The University of Texas System  
Real Estate Office  
201 West 7<sup>th</sup> Street  
Austin, Texas 78701  
Attn: Florence P. Mayne, J.D.  
Executive Director of Real Estate  
Email: fmayne@utsystem.edu  
Copy: ewalts@utsystem.edu

WITH A COPY TO: The University of Texas at Austin  
Campus Real Estate Office  
1616 Guadalupe, Suite 2.508  
Austin, Texas 78701  
Attn: Amy Wanamaker  
Campus Director of Real Estate  
Email: awanamaker@austin.utexas.edu

WITH COPY TO: Patricia C. Ohlendorf, J.D.  
Vice President for Legal Affairs  
The University of Texas at Austin  
Flawn Academic Center, Suite 438  
Austin, Texas 78712  
Email: pohlendorf@austin.utexas.edu

WITH A COPY TO: Timothy C. Taylor, Esq.  
Jackson Walker L.L.P.  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701-4042  
Email: ttaylor@jw.com

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(d) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the design and construction of the Project. This Agreement may not be

modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of the City, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Austin City Council. The recitals set forth above and the attached exhibits are incorporated herein.

(e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the Parties. This Agreement will automatically renew from year to year until the completion of the warranty period for the Project and any litigation or other matters surviving the completion of the Project, unless terminated earlier by the written agreement of the Parties.

(f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

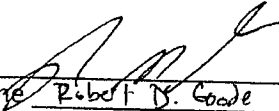
(h) Current Funds. The Party or Parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

(i) Non-Waiver Provision. The University is an agency of the State of Texas and the City is a Texas municipal corporation. Nothing in this Agreement shall be construed as a waiver or relinquishment by the University or by the City of their respective rights to claim any or all of the exemptions, privileges, and immunities as may be provided by or allowed under the Constitution of the State of Texas or any other applicable laws.

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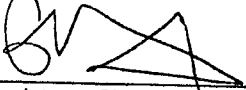
CITY:

CITY OF AUSTIN

By:   
Name Robert B. Goode  
Title Assistant City Manager

Date 12/20/13

Approved as to Form:

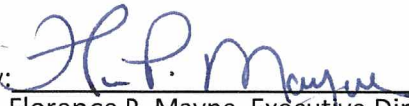
  
Assistant City Attorney

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[UNIVERSITY'S EXECUTION ON FOLLOWING PAGE]

**UNIVERSITY:**

**BOARD OF REGENTS OF THE UNIVERSITY OF  
TEXAS SYSTEM**

By:   
Florence P. Mayne, Executive Director  
Real Estate Office  
The University of Texas System

*ew*

Date December 20, 2013

**UT AUSTIN:**

**THE UNIVERSITY OF TEXAS AT AUSTIN**

By:   
Amy Wanamaker  
Campus Director of Real Estate



# EXHIBIT A

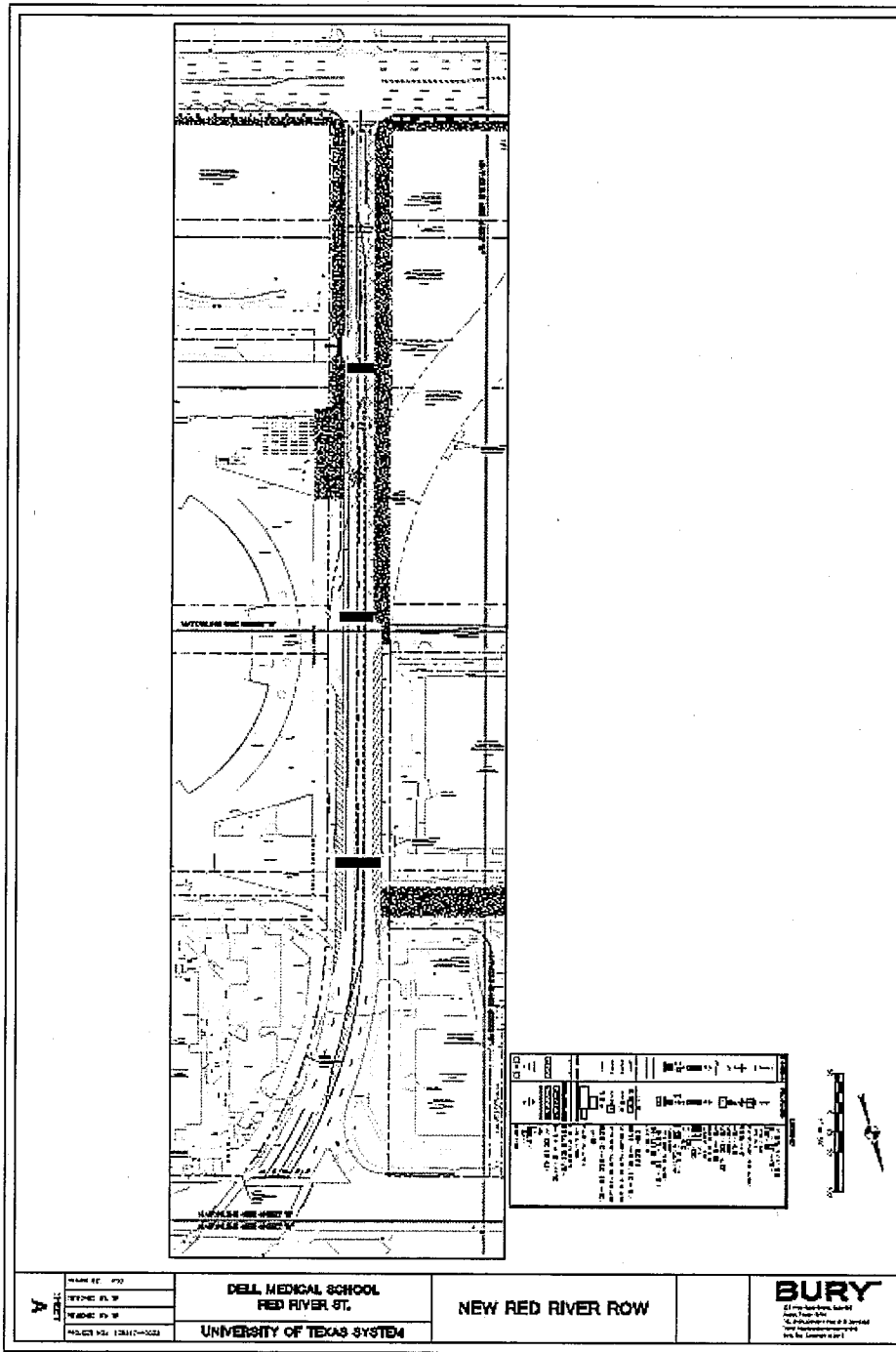


Exhibit A

## EXHIBIT B

2.270 Acre Tract  
Page 1 of 5

### DESCRIPTION

FOR A 2.270 ACRE TRACT OF LAND OUT OF RED RIVER STREET, BEING A PORTION SHOWN IN VOLUME 64, PAGE 28 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF OLD RED RIVER STREET AND DESCRIBED AS A CALLED 0.96 ACRE TRACT AND RECORDED IN VOLUME 5379, PAGE 715 OF THE DEED RECORDS OF SAID COUNTY, ALL OF A CALLED 0.237 ACRE TRACT AND RECORDED IN VOLUME 5077, PAGE 1757 OF THE DEED RECORDS OF SAID COUNTY, AND A PORTION OF RED RIVER STREET SHOWN IN THE SUBDIVISION OF THE CITY OF AUSTIN ACCORDING TO THE MAP OF RECORD IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at an University of Texas brass disc monument numbered 322 found on the intersection of the north right-of-way line of East 15<sup>th</sup> Street and the west right-of-way line of Interstate Highway 35;

**THENCE** with the north right-of-way line of said East 15<sup>th</sup> Street, N 73° 35' 02" W for a distance of 579.27 feet to a calculated point for the southeast corner and **POINT OF BEGINNING** hereof;

**THENCE** continuing with the north right-of-way line of said 15<sup>th</sup> Street, N 73° 35' 02" W for a distance of 48.00 feet to a calculated point for the southwest corner hereof, from which a centerline monument previously found and shown in a CAD file provided by the City of Austin on the centerline of said 15<sup>th</sup> Street and the centerline line of Trinity Street bears, N 73° 35' 02" W for a distance of 689.62 feet and S 16° 24' 58" W for a distance of 50.00 feet;

**THENCE** through the interior of the right-of-way of said old Red River Street, N 16° 23' 53" E for a distance of 407.16 feet to a calculated point on the east right-of-way line of said Red River Street, for an angle point hereof;

Exhibit B

THENCE through the right-of-way of said Red River Street, N 13° 00' 04" E for a distance of 264.38 feet to a mag nail with "Baker-Aicklen" washer set on a point of tangency on the west right-of-way line of said Red River Street, for an angle point hereof;

THENCE with the west right-of-way line of said Red River Street, N 16° 31' 49" E for a distance of 659.80 feet to a mag nail with "Baker-Aicklen" washer set on the intersection of the west right-of-way line of said Red River Street and the south right-of-way line of East Martin Luther King, Jr. Blvd., for the northwest corner hereof, from which a centerline monument previously found and shown in a CAD file provided by the City of Austin on the centerline of said Martin Luther King, Jr. Blvd. and San Jacinto Blvd. Street bears, N 73° 33' 43" W for a distance of 1027.36 feet and N 16° 26' 17" E for a distance of 40.00 feet;

THENCE with the south right-of-way line of said Martin Luther King, Jr. Blvd., S 73° 33' 43" E for a distance of 188.09 feet to a mag nail with "Baker-Aicklen" washer set for the northeast corner hereof, from which a TXDOT brass disc found on the intersection of the south right-of-way line of said Martin Luther King, Jr. Blvd. and the west right-of-way line of said Interstate Highway 35 bears, S 73° 33' 43" E for a distance of 406.01 feet;

THENCE with the east right-of-way line of said Red River Street, the following four (4) courses and distances:

- 1) with arc of a curve to the left, having a radius of 10.00 feet, an arc length of 9.48 feet, a central angle of 054° 20' 38", and a chord which bears, S 79° 22' 03" W for a distance of 9.13 feet to a mag nail with "Baker-Aicklen" washer set for a point of compound curvature hereof,
- 2) with arc of a curve to the left, having a radius of 532.97 feet, an arc length of 330.26 feet, a central angle of 035° 30' 15", and a chord which bears, S 34° 26' 37" W for a distance of 325.00 feet to a calculated point of tangency hereof, and
- 3) S 16° 31' 49" W pass a University of Texas brass disc monument numbered 301 found at a distance of 35.24 feet, pass a University of Texas brass disc monument numbered 302 found 0.21 feet to the left at a distance of 87.31 feet, pass a University of Texas brass disc


monument numbered 303 found at a distance of 154.62 feet, pass a University of Texas brass disc monument numbered 304 found at a distance of 235.51 feet, pass a University of Texas brass disc monument numbered 305 found at a distance of 310.41 feet, pass a University of Texas brass disc monument numbered 306 found at a distance of 344.62 feet, continuing for a total distance of 346.75 feet to a mag nail with "Baker-Aicklen" washer set for a point of curvature hereof,

- 4) with arc of a curve to the right, having a radius of 579.31 feet, pass a University of Texas brass disc monument numbered 307 found 0.26 feet right at an arc length of 92.63 feet, continuing for a total arc length of 136.23 feet, a central angle of  $013^{\circ} 28' 26''$ , and a chord which bears,  $S 23^{\circ} 18' 01'' W$  for a distance of 135.92 feet to a calculated point of non-tangency hereof;

**THENCE** through the interior of the right-of-way of said Old Red River Street,  $S 16^{\circ} 23' 53'' W$  for a distance of 535.91 feet to the **POINT OF BEGINNING** hereof and containing 2.270 acres of land.

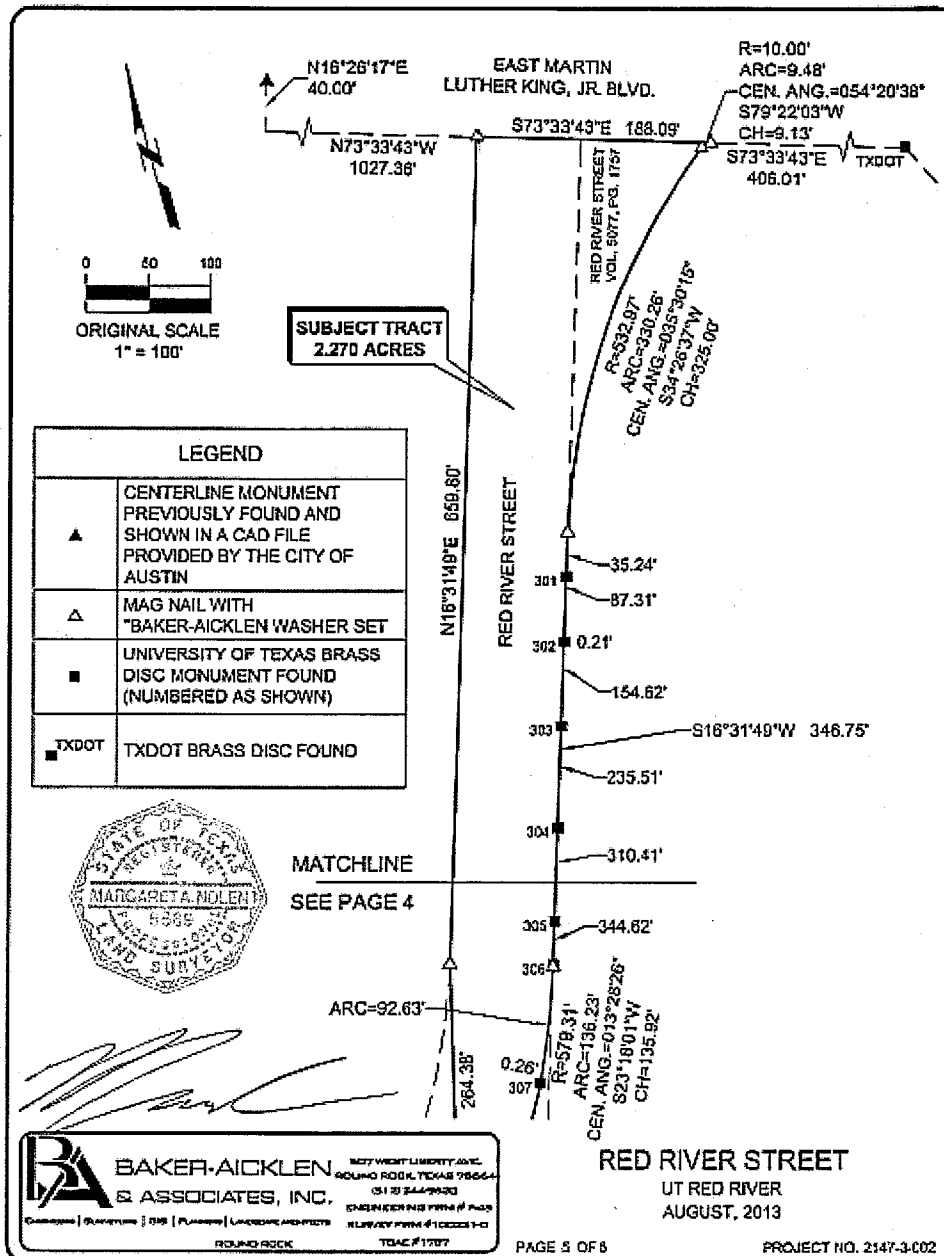
Basis of bearings is based on Texas State Plane Coordinate System, Central Zone, NAD '83.

Surveyed under the direct supervision of the undersigned during August, 2013.

  
Margaret A. Nolen  
Registered Professional Land Surveyor No. 5589  
BAKER-AICKLEN & ASSOCIATES, INC.  
507 West Liberty Avenue  
Round Rock, TX 78664  
(512) 244-9620

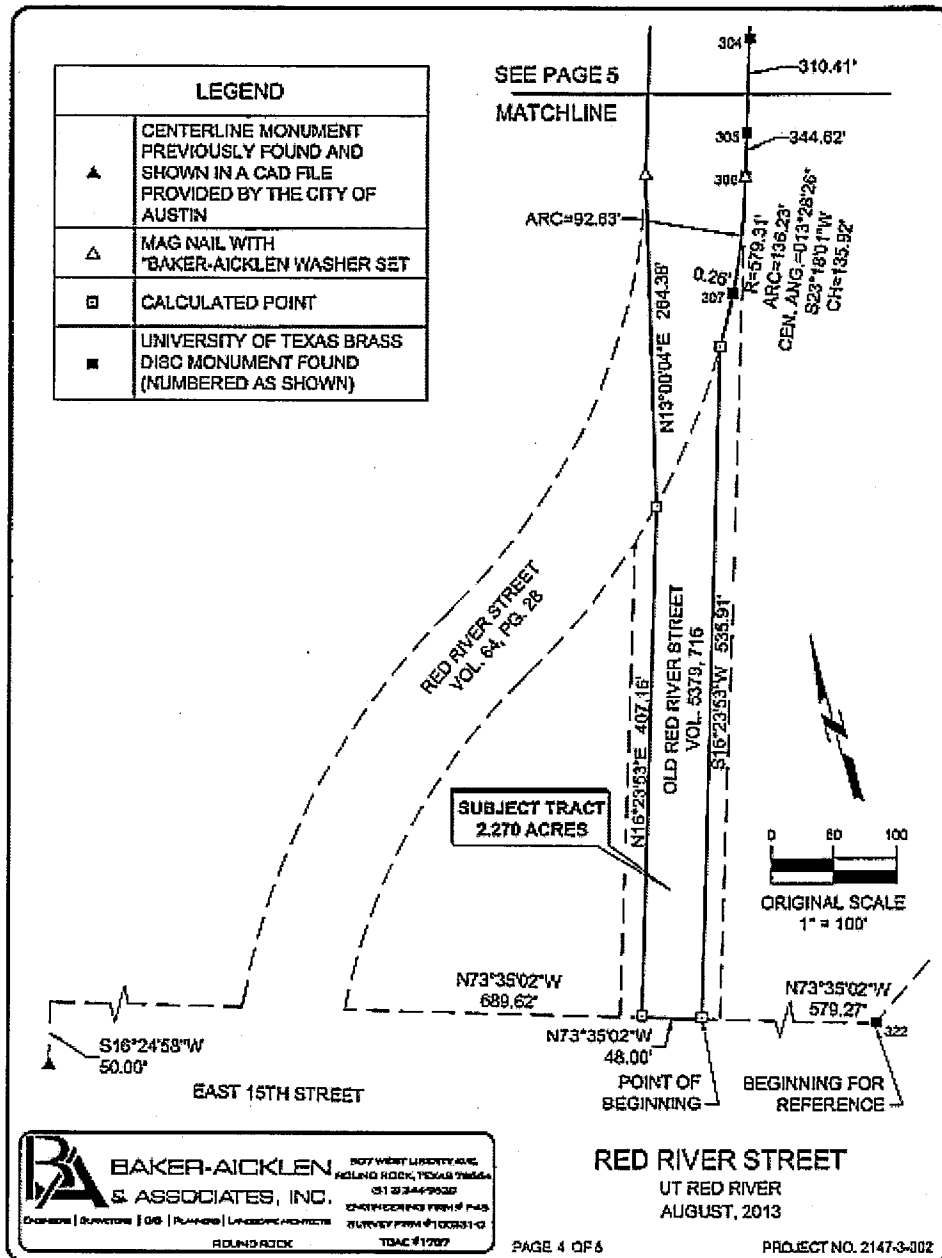


Job No.: 2147-3-001  
Filename: X:\PROJECTS\2147-3-001\_UT\_Medical\_School\_BA-Survey\DESCRIPTIONS\METES AND BOUNDS\UT ROW.DOC



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Exhibit B



X:\PROJECTS\2147-3-002\_UT\_Medical\_School\_BA\_Survey\DESCRIPTIONS\DRAWING\Aug 8 Page 4 September 03, 2013 - rds5pax

Exhibit B

### DESCRIPTION

FOR A 2.830 ACRE TRACT OF LAND OUT OF RED RIVER STREET, BEING A PORTION SHOWN IN VOLUME 64, PAGE 28 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A CALLED 0.237 ACRE TRACT AND RECORDED IN VOLUME 5077, PAGE 1757 OF THE DEED RECORDS OF SAID COUNTY, AND A PORTION SHOWN IN THE SUBDIVISION OF THE CITY OF AUSTIN ACCORDING TO THE MAP OF RECORD IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at an University of Texas brass disc monument numbered 322 found on the intersection of the north right-of-way line of East 15<sup>th</sup> Street and the west right-of-way line of Interstate Highway 35;

**THENCE** with the north right-of-way line of said East 15<sup>th</sup> Street, N 73° 35' 02" W for a distance of 863.85 feet to a calculated point on the east right-of-way line of said Red River Street, for the southeast corner and **POINT OF BEGINNING** hereof, from which a University of Texas brass disc monument numbered 317 found bears, S 25° 57' 55" W for a distance of 0.52 feet;

**THENCE** continuing with the north right-of-way line of said 15<sup>th</sup> Street, N 73° 35' 02" W for a distance of 80.92 feet to a calculated point on the west right-of-way line of said Red River Street, for the southwest corner hereof, from which a centerline monument previously found and shown in a CAD file provided by the City of Austin on the centerline of said 15<sup>th</sup> Street and the centerline line of Trinity Street bears, N 73° 35' 02" W for a distance of 372.11 feet and S 16° 24' 58" W for a distance of 50.00 feet;

**THENCE** with the west right-of-way line of said Red River Street, the following three (3) courses and distances:

- 1) with the arc of a curve to the right, having a radius of 576.94 feet, an arc length of 366.23 feet, a central angle of 036° 22' 14", and a chord which bears, N 42° 38' 25" E for a distance of 360.12 feet to a calculated point of reverse curvature hereof,
- 2) with the arc of a curve to the left, having a radius of 499.31 feet, an arc length of 385.57 feet, a central angle of 044° 14' 40", and a chord which bears, N 38° 41' 00" E for a distance of

376.06 feet to calculated point of tangency of the west right-of-way line of said Red River Street, for a point of tangency hereof, and

- 3) N 16° 31' 49" E for a distance of 659.80 feet to calculated point on the intersection of the west right-of-way line of said Red River Street and the south right-of-way line of East Martin Luther King, Jr. Blvd., for the northwest corner hereof, from which a centerline monument previously found and shown in a CAD file provided by the City of Austin on the centerline of said Martin Luther King, Jr. Blvd. and San Jacinto Blvd. Street bears, N 73° 33' 43" W for a distance of 1027.36 feet and N 16° 26' 17" E for a distance of 40.00 feet;

THENCE with the south right-of-way line of said Martin Luther King, Jr. Blvd., S 73° 33' 43" E for a distance of 188.09 feet to a calculated point for the northeast corner hereof, from which a TXDOT brass disc found on the intersection of the south right-of-way line of said Martin Luther King, Jr. Blvd. and the west right-of-way line of said Interstate Highway 35 bears, S 73° 33' 43" E for a distance of 406.01;

THENCE with the east right-of-way line of said Red River Street, the following five (5) courses and distances:

- 1) with arc of a curve to the left, having a radius of 10.00 feet, an arc length of 9.48 feet, a central angle of 054° 20' 38", and a chord which bears, S 79° 22' 03" W for a distance of 9.13 feet to a calculated point of compound curvature hereof,
- 2) with arc of a curve to the left, having a radius of 532.97 feet, an arc length of 330.26 feet, a central angle of 035° 30' 15", and a chord which bears, S 34° 26' 37" W for a distance of 325.00 feet to a calculated point of tangency hereof,
- 3) S 16° 31' 49" W pass a University of Texas brass disc monument numbered 301 found at a distance of 35.24 feet, pass a University of Texas brass disc monument numbered 302 found 0.21 feet to the left at a distance of 87.31 feet, pass a University of Texas brass disc monument numbered 303 found at a distance of 154.62 feet, pass a University of Texas brass disc monument numbered 304 found at a distance of 235.51 feet, pass a University of Texas brass disc monument numbered 305 found at a distance of 310.41 feet, pass a University of Texas brass disc monument numbered 306 found at a distance of 344.62 feet, continuing for a total distance of 346.75 feet to a calculated point of curvature hereof,
- 4) with arc of a curve to the right, having a radius of 579.31 feet, pass a University of Texas brass disc monument numbered 307 found 0.26 feet right, at an arc length of 92.63 feet, pass




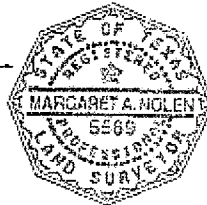
a University of Texas brass disc monument numbered 308 found at an arc length of 149.13 feet, pass a University of Texas brass disc monument numbered 309 found 0.37 feet left, at an arc length of 198.14 feet, pass a University of Texas brass disc monument numbered 310 found at an arc length of 253.79 feet, pass a University of Texas brass disc monument numbered 311 found 0.31 feet right, at an arc length of 303.84 feet, pass a University of Texas brass disc monument numbered 312 found 0.21 feet right, at an arc length of 353.33 feet, continuing for a total arc length of 447.36 feet, a central angle of  $044^{\circ} 14' 42''$ , and a chord which bears,  $S 38^{\circ} 41' 09'' W$  for a distance of 436.32 feet to a calculated point of reverse curvature hereof, and

- 5) with the arc of a curve to the left, having a radius of 496.94 feet, pass a University of Texas brass disc monument numbered 313 found 0.38 feet right, at an arc length of 4.97 feet, pass a University of Texas brass disc monument numbered 314 found 0.17 feet right, at an arc length of 76.62 feet, pass a University of Texas brass disc monument numbered 315 found at an arc length of 191.47 feet, pass a University of Texas brass disc monument numbered 316 found 0.44 feet left, at an arc length of 231.21 feet, continuing for a total arc length of 304.13 feet, a central angle of  $035^{\circ} 03' 56''$ , and a chord which bears,  $S 43^{\circ} 17' 34'' W$  for a distance of 299.41 feet to the POINT OF BEGINNING hereof and containing 2.830 acres of land.

Basis of bearings is based on Texas State Plane Coordinate System, Central Zone, NAD '83.

Surveyed under the direct supervision of the undersigned during May, 2013.

  
Margaret A. Nolen  
Registered Professional Land Surveyor No. 5589  
BAKER-AICKLEN & ASSOCIATES, INC.  
507 West Liberty Avenue  
Round Rock, TX 78664  
(512) 244-9620



Job No.: 2147-3-002  
Filename: K:\PROJECTS\2147-3-002\_UT\_Medical\_School\_BA\_Survey\DESCRIPTIONS\METES AND BOUNDS\KIT Red River.DOC

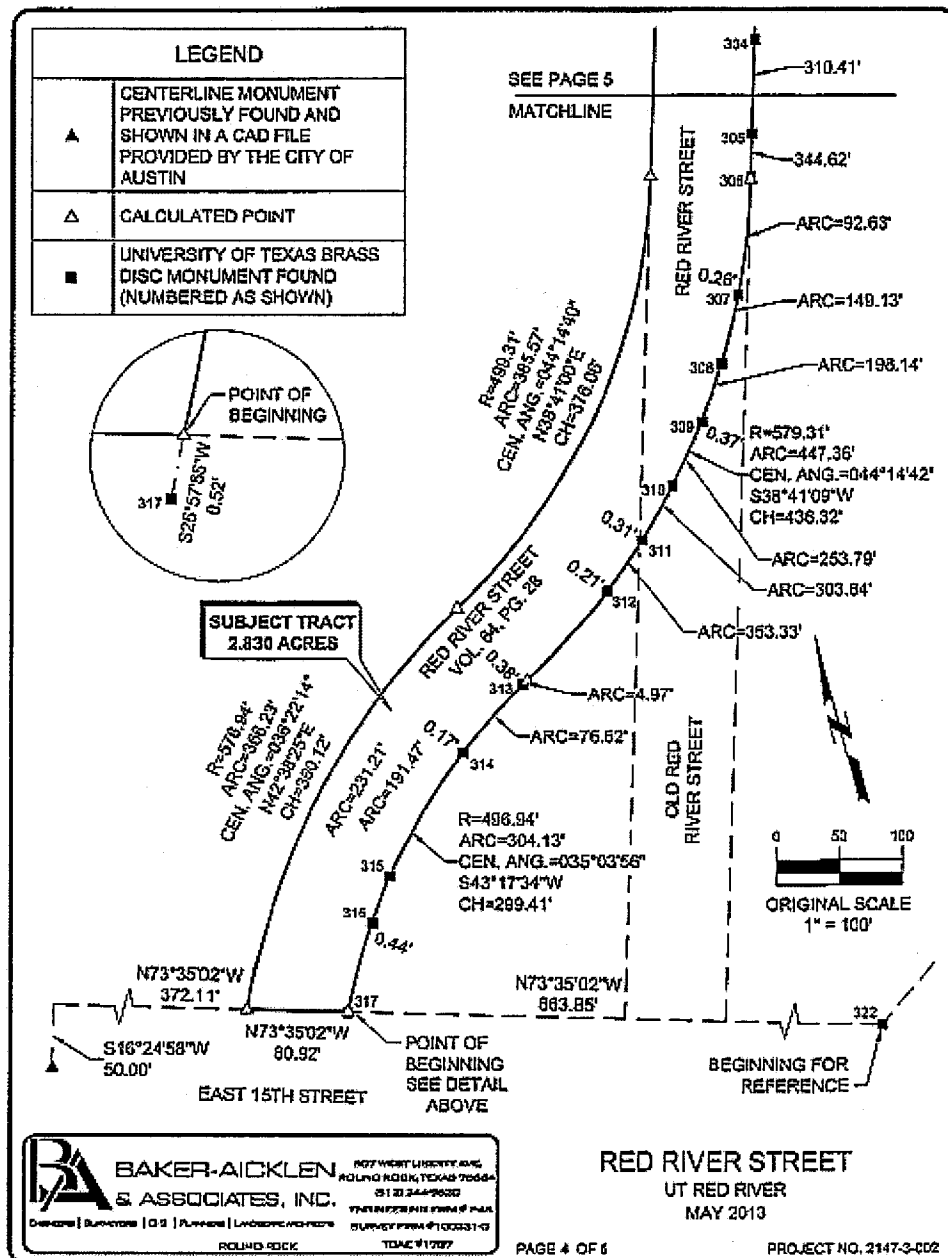


Exhibit B



# EXHIBIT C

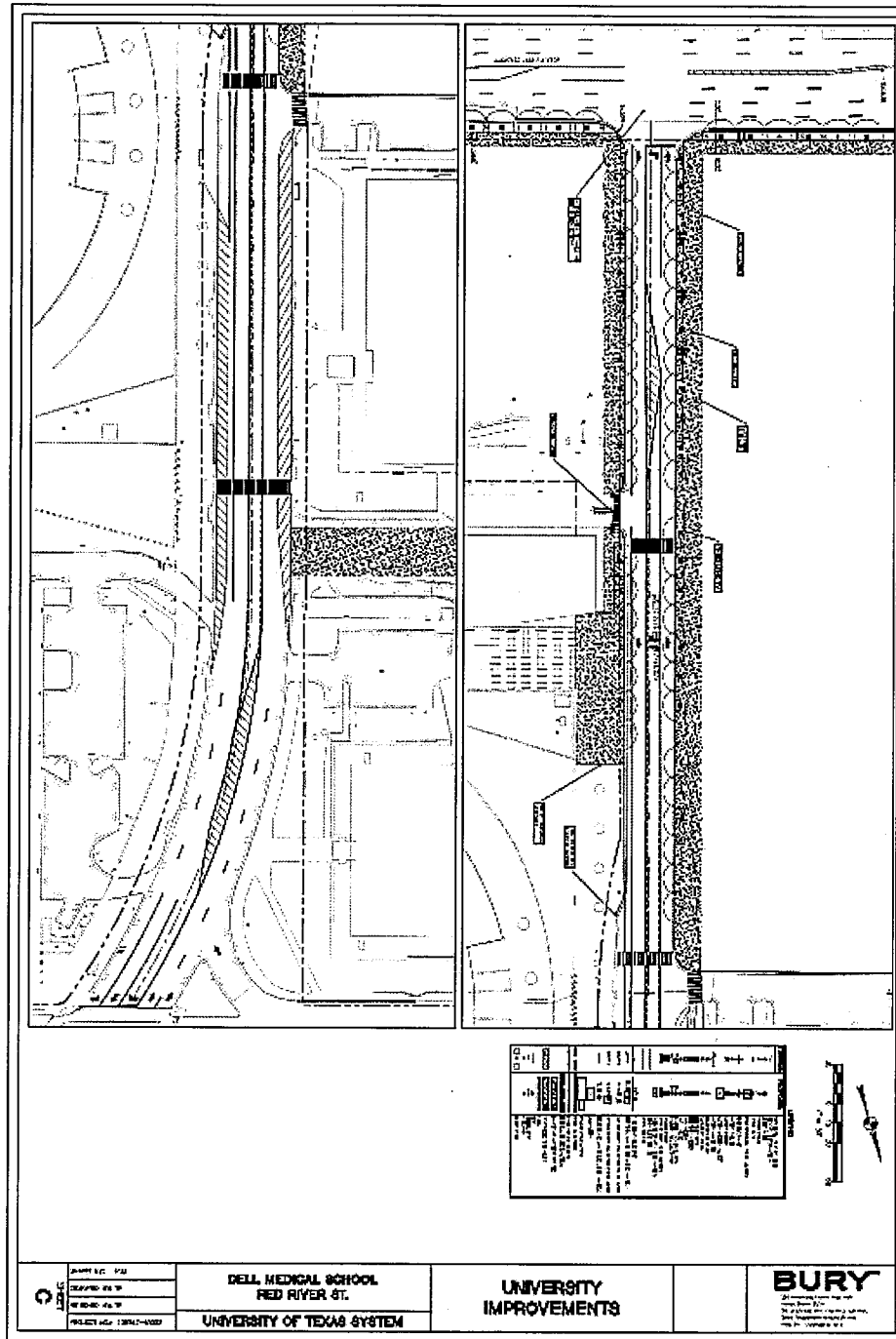


Exhibit C

# EXHIBIT D

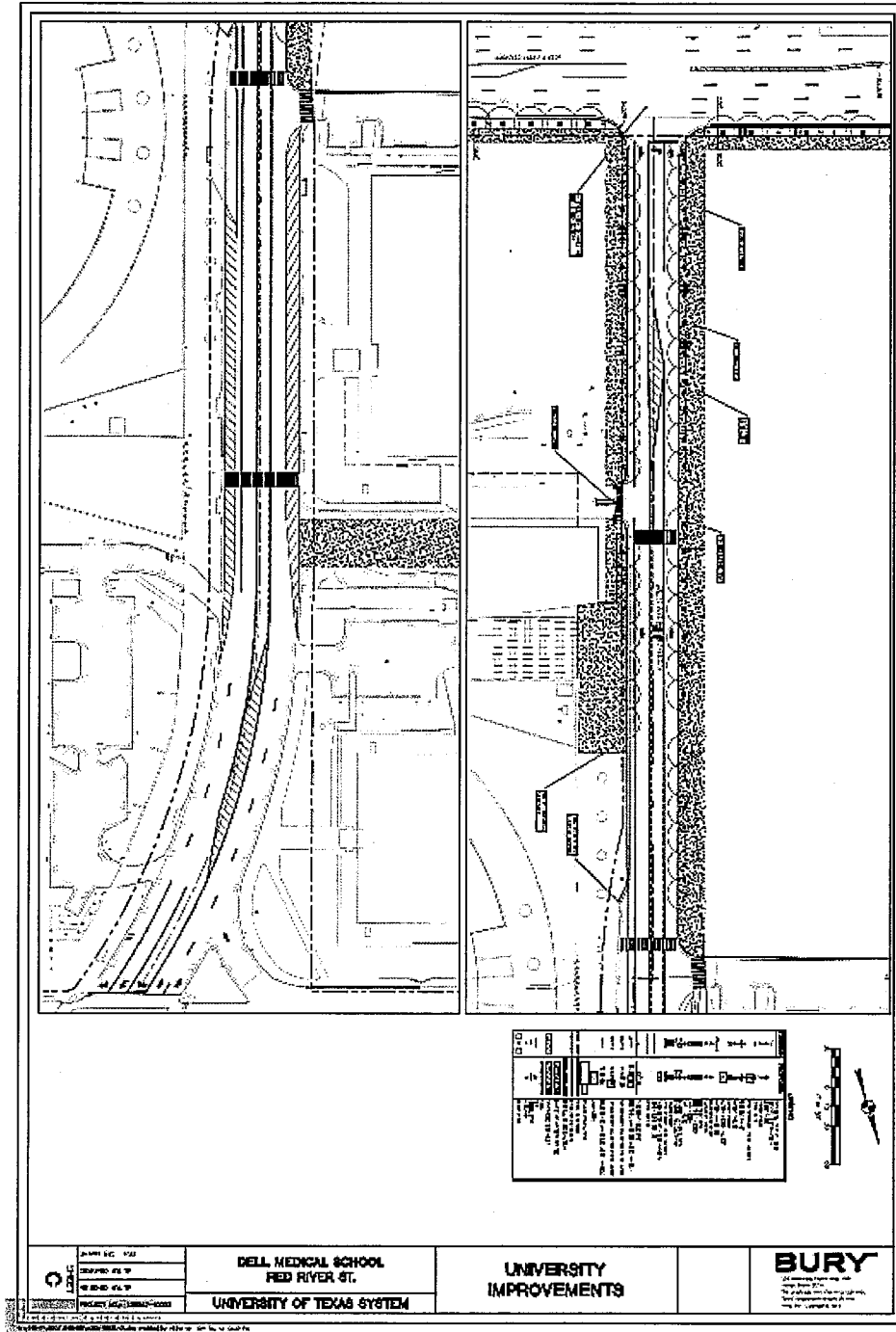


Exhibit D

EXHIBIT E

EASEMENT FOR ACCESS, CONSTRUCTION, STAGING, AND STORAGE  
Parcel

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

**EFFECTIVE DATE:** December \_\_, 2013

**GRANTOR:** CITY OF AUSTIN

**GRANTOR'S MAILING ADDRESS:** City of Austin  
P. O. Box 1088  
Austin, Travis County, Texas 78767  
Attn: Lauraine Rizer

**GRANTEE:** BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

**GRANTEE'S MAILING ADDRESS:** The University of Texas System  
201 West Seventh, Suite 416  
Austin, Travis County, Texas 78701  
Attention: Executive Director of Real Estate

**INTERLOCAL COOPERATION AGREEMENT:** Interlocal Cooperation Agreement Between the City of Austin and the Board of Regents of The University of Texas System for the Realignment of Municipal Right of Way, having an effective date of December \_\_, 2013, as the same may be amended from time to time.

**CONSIDERATION AND CONVEYANCE:** Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, has this day **GRANTED** and **CONVEYED**, and by these presents does **GRANT** and **CONVEY**, unto the Grantee an easement in, under, upon and across the land, described as follows (the "*Easement Property*"):

That certain tract of land in Travis County, Texas as more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

**RED RIVER PROJECT:** Demolition and removal of pavement, curbs, road base, and other street infrastructure of Red River Street within the Easement Property; removal and relocation of underground utilities from the Easement Property; and the installation and construction of new utility infrastructure (collectively, the "*Facilities*") related to the construction of the Dell Medical

School at The University of Texas at Austin and of the teaching hospital associated with the Dell Medical School, as more fully described in the Interlocal Cooperation Agreement, and to cut or trim trees or shrubbery in any portion of which is located within the Easement Property to the extent necessary to keep them clear of the Facilities. The Red River Project shall also include any other activities permitted by the Interlocal Cooperation Agreement, as the same may be amended from time to time. The purposes and uses described in this paragraph may sometimes be referred to as the "Easement Purposes".

Grantor hereby grants to Grantee a non-exclusive easement (the "Easement") in, under, upon, and across the Easement Property solely for Easement Purposes. It is distinctly understood and agreed that the Easement granted herein does not constitute a conveyance in fee of the Easement Property, nor of the minerals therein and thereunder, but grants only an easement subject to the following:

a. If all or any part of the Easement Property is not used for the Easement Purposes during any continuous twelve (12) month period or is used at any time for any other purpose, or if Grantee at any time permanently abandons the Easement, then in any such event this conveyance shall be null and void and of no further force and effect as to the Easement Property or any part thereof, and the Easement Property, or any part thereof, shall absolutely revert to and revest in Grantor, its successors or assigns, without the necessity of any further act, suit, or action on the part of either Grantor or Grantee. Provided, however, that Grantee agrees in such event to execute and deliver to Grantor, its successors or assigns, a proper release of easement, duly executed and acknowledged, on the written request of Grantor.

b. The Easement is made subject to any and all existing easements, prescriptive rights, rights-of-way, leases, and subleases affecting the Easement Property (or any part thereof) and either shown of record or apparent on the Easement Property, and all presently recorded matters that affect the Easement Property.

c. The Easement is made subject to any and all requirements stated in the Interlocal Cooperation Agreement relating to the Grantee's obligation to coordinate any closure by Grantee of the Easement Property to public traffic.

d. Prior to performing any work on the Easement Property, Grantee shall obtain or cause to be obtained insurance as required by the Interlocal Cooperation Agreement and provide certificates of insurance to Grantor as set forth in the Interlocal Cooperation Agreement.

e. To the extent and only to the extent authorized by the laws and Constitution of the State of Texas, Grantee will be responsible, to the exclusion of any such responsibility of the Grantor, for its own proportionate share of any liability for property damage, including environmental liability, and personal injury or death arising out of or connected to Grantee's negligent acts or omissions in the exercise or forbearance of the rights granted hereunder, as determined by a court of competent jurisdiction.

f. Excepting damages contemplated by the Easement Purposes and the Red River Project, or as otherwise contemplated by or authorized by the Interlocal Cooperation Agreement, if Grantee directly or indirectly causes any damage to other property or improvements owned by Grantor, Grantee shall, at Grantee's sole cost and expense and within a reasonable time after notice from Grantor of such damage, restore the damaged property and/or such improvements to substantially the same or better condition that existed prior to the change or damage.

g. All work to be performed by Grantee or its agents, employees, representatives, or any other persons acting under its control or at its direction or request shall:

1. be done at the sole risk, cost and expense of Grantee; and
2. subject to the paragraph below captioned "NO WAIVER", shall be done in accordance with the applicable requirements of all Federal, state and local governmental and regulatory authorities having jurisdiction thereof, including, without limitation, complying with all applicable zoning ordinances, building codes and environmental laws; and

If the "Project", as that term is defined in the Interlocal Cooperation Agreement, has not been completed by December 31, 2017, this Easement, at Grantor's sole option, shall revert to the Grantor. If the Easement reverts to the Grantor, Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways or similar surface improvements located upon or adjacent to the Easement Property which have been removed, relocated, altered, damaged or destroyed as a result of Grantee's use of the Easement granted hereunder.

h. Grantee will not create or permit to be created or allow to remain any valid and legally recognized liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar claim that might become a valid and legally recognized lien, encumbrance or charge upon the Easement Property or other property of Grantor or any part thereof, with respect to any work or services performed or material furnished by or at the direction of Grantee.

i. Grantee will not cause or permit the Easement Property, or Grantor to be in violation, by its exercise of its rights hereunder, of or do anything or permit anything to be done by Grantee, its contractors, subcontractors, agents or employees that will subject the Easement Property or Grantor to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively called "*Applicable Environmental Laws*"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "*CERCLA*"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "*RCRA*"),



the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to Grantee's exercise of its rights hereunder.

TO HAVE AND HOLD the possession of the Easement Property for the purposes and subject to the limitations described above, without warranties or representations of any kind, express or implied.

**NO WAIVER:** Grantee is an agency of the State of Texas, and Grantor is a Texas municipal corporation. Nothing in this Easement shall be construed as a waiver or relinquishment by Grantor or Grantee of their respective rights to claim any or all of the exemptions, privileges, and immunities as may be provided by or allowed under the Constitution of the State of Texas or any other applicable laws.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective personal representatives, successors, and assigns.

Each party acknowledges that it and its counsel have reviewed this Easement Agreement and that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Easement Agreement.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees and authorized agents of Grantee.

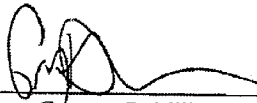
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GRANTOR:

**CITY OF AUSTIN**

By: \_\_\_\_\_  
Lauraine Rizer, Officer  
Office of Real Estate Services

Approved as to Form:

By:  \_\_\_\_\_  
Gregory D. Miller  
Assistant City Attorney

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 2013, by Lauraine Rizer, Officer, Office of Real Estate Services, City of Austin, Texas, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public ★ State of Texas

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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EASEMENT FOR ACCESS,  
CONSTRUCTION, STAGING, AND STORAGE  
9791918v.3

Page 5

Red River Street

Exhibit E

INTERLOCAL COOPERATION AGREEMENT  
9570916v.7

Page 5

Red River Street

GRANTEE:

BOARD OF REGENTS OF THE UNIVERSITY  
OF TEXAS SYSTEM

By: \_\_\_\_\_  
Florence P. Mayne  
Executive Director  
Real Estate Office  
The University of Texas System

Approved as to Content:

The University of Texas at Austin

By: \_\_\_\_\_  
Amy Wanamaker  
Campus Director of Real Estate

STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§  
§

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day  
of \_\_\_\_\_, 2013, by Florence P. Mayne, Executive Director of Real Estate, The University of  
Texas System, for the Board of Regents of The University of Texas System.

\_\_\_\_\_  
Notary Public ★ State of Texas

After Recording, Please Return To:

Timothy C. Taylor, Esq.  
JACKSON WALKER L.L.P.  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701-4042

EASEMENT FOR ACCESS,  
CONSTRUCTION, STAGING, AND STORAGE  
9/9/1918v.3

Page 6

Red River Street

Exhibit E

EXHIBIT F

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

STREET DEED

**GRANTOR:** BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

**GRANTOR'S MAILING ADDRESS:**

201 West 7th Street  
Austin, Travis County, Texas 78701  
Attention: Executive Director of Real Estate

**GRANTEE:** CITY OF AUSTIN, a municipal corporation situated in Hays, Travis and Williamson Counties, Texas

**GRANTEE'S MAILING ADDRESS:**

P.O. Box 1088  
Austin, Travis County, Texas 78767-8839  
Attn: Office of Real Estate Services

**CONSIDERATION:** Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**PROPERTY:** The Property described on the attached and incorporated Exhibit "A" is conveyed for street purposes.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

There is reserved from this conveyance all the oil, gas and other minerals in and under the Property owned by Grantor, if any, which are expressly reserved to Grantor. This conveyance is further subject to all easements, rights-of-way and prescriptive rights, whether of record or not, all presently recorded matters that affect the Property, and those items listed on the attached Exhibit "B".

**CONVEYANCE:** Grantor, for the consideration herein before stated and subject to any Reservations from and Exceptions to Conveyance and Warranty stated herein, **GRANTS, SELLS AND CONVEYS** to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee's successors or assigns forever.

Grantor binds Grantor and Grantor's successors to the extent, and only to the extent allowed by the laws and Constitution of the State of Texas, to **WARRANT AND FOREVER DEFEND** all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through or under Grantor, but not otherwise. When the context requires, singular nouns and pronouns include plural.

Grantor does not retain any liens or encumbrances, express or implied, against the Property.

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Executed on \_\_\_\_\_, 201\_\_.

GRANTOR:

BOARD OF REGENTS OF THE UNIVERSITY  
OF TEXAS SYSTEM

By: \_\_\_\_\_  
Florence P. Mayne  
Executive Director  
Real Estate Office  
The University of Texas System

Approved as to Content:

The University of Texas at Austin

By: \_\_\_\_\_  
Amy Wanamaker  
Campus Director of Real Estate

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Florence P. Mayne, Executive Director of Real Estate, The University of Texas System, for the Board of Regents of The University of Texas System.

\_\_\_\_\_  
Notary Public ★ State of Texas

**EXHIBIT "A"**

STREET DEED  
9791923v.2

Exhibit "A"  
Property

Page 1

Red River Street

INTERLOCAL COOPERATION AGREEMENT  
9570916v.7

Exhibit F

Page 4

Red River Street

**EXHIBIT "B"**  
**Permitted Exceptions**

STREET DEED  
9791923v.2

Exhibit "B"  
Permitted Exceptions

Page 1

Red River

INTERLOCAL COOPERATION AGREEMENT  
9570916v.7

Exhibit F  
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Red River Street



**AFTER RECORDING, RETURN TO CITY OF AUSTIN PICK UP BOX:**  
974-7090

ATTN:

File#: \_\_\_\_\_

i. Project Name: \_\_\_\_\_

ii. TCAD: \_\_\_\_\_

**AFTER RECORDING, RETURN TO:**

City of Austin  
Office of Real Estate Services  
505 Barton Springs Rd. Ste. 1350  
Austin, Texas 78704

File#: \_\_\_\_\_

Project Name: \_\_\_\_\_

TCAD# \_\_\_\_\_

City Information

STREET DEED  
9791923v.2

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Red River

Exhibit F

INTERLOCAL COOPERATION AGREEMENT  
9570916v.7

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Red River Street

EXHIBIT G

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

**SPECIAL WARRANTY DEED**

**Date:** \_\_\_\_\_ 20\_\_\_\_

**City:** CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

**City's Address:** City of Austin – Office of Real Estate Services  
505 Barton Springs Road, Suite 1350  
Austin, Travis County, Texas 78704

**Grantee:** BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

**Grantee's Address:** 201 West 7th Street  
Austin, Travis County, Texas 78701  
Attn: Executive Director of Real Estate

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to City, the receipt and sufficiency of which are acknowledged by City

**Property:** [describe the property subject to the deed] All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**.

**Reservations from and Exceptions to Conveyance and Warranty:**

\*

City, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, GRANTS, SELLS and CONVEYS to Grantee the Property, together with, all and singular, the rights and appurtenances thereto in any wise belonging, TO HAVE and HOLD to Grantee, Grantee's successors or assigns forever. City hereby binds City and City's successors to WARRANT and FOREVER DEFEND, all and singular, the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof,

SPECIAL WARRANTY DEED

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9811126v.3

\_\_\_\_\_  
City Reviewer Initials

Exhibit G

except as to the Reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through or under City, but not otherwise.

Executed effective the Date first above stated.

**CITY OF AUSTIN, TEXAS**

By: \_\_\_\_\_  
Name: Lauraine Rizer  
Title: Officer

**STATE OF TEXAS**

§

§

**COUNTY OF TRAVIS**

§

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by Lauraine Rizer, Officer, Office of Real Estate Services, City of Austin, Texas, a  
Texas municipal corporation, on behalf of said corporation.

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**APPROVED AS TO FORM:**

City of Austin  
Law Department



\_\_\_\_\_  
Genesis D. Miller  
Assistant City Attorney

After Recording, Please Return To:

Timothy C. Taylor, Esq.  
JACKSON WALKER L.L.P.  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701-4042

SPECIAL WARRANTY DEED

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9811126v.3

\_\_\_\_\_  
City Reviewer Initials

Exhibit G



### Council Question and Answer

Related To	Item # 37	Meeting Date	March 27, 2014
Additional Answer Information			

**QUESTION:** This item would initiate a process to change the criteria the City currently uses for S.M.A.R.T. Housing™ -- (Safe, Mixed- income, Accessible, Reasonably-priced, Transit-oriented). Please explain why the criteria for transportation has been a guideline rather than a requirement and whether stakeholders have provided feedback about this proposed change. COUNCIL MEMBER KATHIE TOVO

**ANSWER:** The transit oriented criteria has been in the S.M.A.R.T. Housing Guide since 2000 and was not codified in 2007 to allow some flexibility in the standards. In 2002, stakeholders asked NHCD to relax the standards as it was difficult to have existing bus stops and accessible routes already in place prior to development. Our experience showed that if the development was, at minimum, close to a bus route, a bus stop would follow as the ridership developed. The current criteria was based on input from stakeholders, Capital Metro and City transportation staff. The current criteria allows the developer to work with Capital Metro on the potential for a route or a stop and alternatively to provide shuttle service for the residents until the route is established. This flexibility has been necessary because NHCD can no longer obtain letters of commitment for future bus stops or routes for S.M.A.R.T. Housing development certifications. In addition, there are gaps in the sidewalk system the developer cannot guarantee an accessible route to a bus stop that could be one-half mile away. NHCD has not held a stakeholder process on this proposed code amendment.

**QUESTION:** If the requirement had been in place 5 years ago, would any past projects have been impacted? COUNCIL MEMBER KATHIE TOVO

**ANSWER:** Staff would require additional time to analyze the impact the proposed requirements for proximity to transit stops along accessible routes would have on past proposals.

**QUESTION:** Would this change impact developments that plan to apply for support through the state's tax credit program? COUNCIL MEMBER KATHIE TOVO

**ANSWER:** This change could impact the ability for Low Income Housing Tax Credit Program (LIHTC) applicants to obtain S.M.A.R.T. Housing Program requirements if developments fall outside the criteria language set forth in the resolution. Currently, the Austin Housing Finance Corporation requires development proposals to meet S.M.A.R.T. Housing standards as a threshold item in its scoring criteria to receive local or federal funding. If this criteria had been in effect at the beginning of this year, applications seeking local support for tax credit programs would not have received local support.

**QUESTION:** Does NHCD support this change? COUNCIL MEMBER KATHIE TOVO

**ANSWER:** Neighborhood Housing and Community Development staff supports a comprehensive review of the S.M.A.R.T. Housing Policy to include the S.M.A.R.T. Housing Guidelines and applicable code amendments. This review and stakeholder process is currently on the Community Development Commission's Housing Committee's agenda as an overall component of policy review and revisions the staff is conducting. A key reason for the review

since the policy was incepted in 2000 is to provide recommendations and necessary code amendments to incentivize participation by the private sector development community. The significant decline in private sector participation for single family and multi-family development justifies a comprehensive review that will seek to make balanced recommendations to address how best to increase participation while identifying or modifying policy requirements.

This comprehensive review and stakeholder process should embrace transit requirements to ensure the policy is responsive to Imagine Austin principles to include a more compact and connected community.

To address the considerations set forth in the resolution language, staff will require diverse stakeholder with participation from Capital Metro, the development community, affordable housing, disabilities community as well as participation from a number of departments to include Public Works, Capital Planning Office, and Planning and Development Review.

For this reason, NHCD requesting the process be extended through the current Fiscal Year to ensure adequate timing for stakeholder feedback before potential code amendment recommendations are brought forward to the Community Development Commission, Codes and Ordinances Committee, Planning Commission – and ultimately to Council.